

DIRECTORY ASSISTANCE AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of June 1, 2002, between Wisconsin Bell d/b/a Ameritech Wisconsin ("Ameritech Wisconsin") and NextGen Communications, LLC ("NextGen"); (collectively referred to as the "Parties," and individually referred to as a "Party").

1. SERVICE(S) SELECTION

- 1.1. NextGen selects from the following service options (individually and collectively referred to herein as "Services") offered by SBC: (NextGen initials ONE option only)

- _____ Option 1 - Directory Assistance ("DA"). This option includes Call Branding Service.
- _____ Option 1A - Same services as Option 1 plus Directory Assistance Call Completion ("DACC").
- _____ Option 2 – DA plus NDA . This option includes Call Branding Service.
- _____ Option 2A - Same services as Option 2 plus DACC.

- 1.2. Unless otherwise indicated herein, the words defined in Attachment "A", DEFINITIONS, shall have the meaning ascribed therein.

2. SERVICES DESCRIPTION

SBC will provide to NextGen those Services selected by NextGen above, as described herein.

- 2.1. DIRECTORY ASSISTANCE (DA) consists of SBC providing local subscriber listing information (address, and published telephone number or an indication of "non-published status") to NextGen's end users.
- 2.2. NATIONAL DIRECTORY ASSISTANCE (NDA) consists of SBC providing national subscriber listing information (address and published telephone number or an indication of "non-published status") to NextGen's end users.
- 2.3. DIRECTORY ASSISTANCE CALL COMPLETION (DACC) consists of SBC completing local/intraLATA calls to the requested number on behalf of NextGen's end user who has accessed the DA Service, utilizing an automated voice system or with an operator's assistance.
- 2.4. CALL BRANDING consists of SBC identifying NextGen's name audibly and distinctly to NextGen's end user at the beginning of each DA Services call. SBC will brand DA calls in NextGen's name based upon the following criteria:
- (1) The same brand will apply to all calls on the same trunk group.
 - (2) NextGen's name used in branding calls may be subject to Commission regulations and should match the name in which NextGen is certified.
 - (3) NextGen will provide SBC with written specification of its company name to be used in creating NextGen specific branding messages for its calls in accordance with the process outlined in the Operator Services Questionnaire (OSQ) thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. NextGen acknowledges it has been provided a copy of the OSQ.

- (4) An initial non-recurring charge applies per State, per operator assistance switch, per brand, for the establishment of NextGen's specific branding. An additional non-recurring charge applies per State, per operator assistance switch, per brand, for each subsequent change to the branding announcement.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 NextGen agrees that due to customer quality and work force scheduling, SBC will be the sole provider of the Services selected by NextGen for its local serving area(s).
- 3.2 Where technically feasible and/or available, 10-Digit Exchange Access Operator Services Signaling, (EAOSS) will be utilized between NextGen's switch and SBC's designated operator assistance switch. In the absence of EAOSS, NextGen will be responsible for providing a dedicated trunk group to each designated SBC Directory Assistance switch for each NPA served.
- 3.3 NextGen will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC Directory Assistance switch. Should NextGen seek to obtain interexchange DA Service from SBC, NextGen is responsible for ordering the necessary facilities through SBC's interstate or intrastate Access Services tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange carrier obtains access service for the purpose of originating or terminating interexchange traffic. In all cases, SBC reserves the right to determine which Directory Assistance switch(s) will serve as the point of interconnection.
- 3.4 The Parties shall provide facilities necessary for the provision of DA Services hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each Party shall bear the costs for its own facilities and equipment.
- 3.5 NextGen will furnish to SBC, a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 3.6 NextGen will provide SBC updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 3.7 NextGen will keep end user directory listing information stored in SBC's directory assistance listing database current, using reporting forms and procedures that are mutually acceptable to both Parties, and will inform SBC, in writing, of any changes to be made to such records. NextGen will send the DA listing records to SBC via a local manual service order, T-Tran, magnetic tape, or by any other mutually agreed to format or media.
- 3.8 In exchange for the Services provided herein, NextGen agrees that SBC may utilize NextGen's listings contained in SBC's DA/NDA database in providing existing and future Services to itself and to others. NextGen also agrees that SBC shall be authorized to release NextGen's DA listings stored in SBC's DA/NDA database to competing providers.

- 3.9 As compensation for the rights granted in Section 3.8 above, SBC shall pay to NextGen One Hundred Percent (100%) of the license fee SBC collects from third parties in connection with SBC's provision to third parties of NextGen's DA listings. SBC shall charge third parties the same license fee for NextGen's DA listings that SBC charges the third party for SBC's DA listings.
- 3.10 SBC will make monthly payments to the NextGen as required by Section 3. 9 above. Such payments shall start within 31 days of the effective date of the Agreement and continue thereafter on a monthly basis. In the event of a dispute regarding the compensation calculated by SBC, NextGen shall, within fourteen (14) business days after receipt of the payment, provide a written description detailing such dispute, and both parties shall negotiate in good faith the resolution of the dispute. Should the parties be unable to resolve the dispute informally, either party may seek resolution in any court or agency of competent jurisdiction.

4. METHODS AND PRACTICES

Ameritech Wisconsin will provide Service to NextGen's end users in accordance with Ameritech Wisconsin's methods and practices in effect at the time the call is made, unless otherwise agreed in writing by both Parties.

5. PRICING

Pricing for Services during the Initial Term of this Agreement shall be at the rates specified in Attachment "A" PRICING attached hereto. After the Initial Term of this Agreement, Ameritech Wisconsin may make non-discriminatory changes in the prices for the provision of Services upon not less than one hundred twenty (120) calendar days written notice to NextGen. Notwithstanding any other provision of this Agreement, NextGen may terminate this Agreement at the end of such notice if the change in prices for the Services is not acceptable to NextGen, by giving Ameritech Wisconsin written notice to terminate this Agreement at least sixty (60) days prior to the end of the notice.

6. MONTHLY BILLING

- 6.1. Ameritech Wisconsin will render monthly billing statements to NextGen, and remittance in full will be due within thirty (30) days of receipt of the billing statement. Any payment not made when due shall be subject to a late payment charge of one and one-half percent (1 ½%) per month until paid. NextGen shall be responsible for any costs of collection (including attorney's fees and costs) incurred by Ameritech Wisconsin to collect unpaid amounts owed by NextGen to Ameritech Wisconsin.
- 6.2 Ameritech Wisconsin will accumulate and provide to NextGen the data that will enable NextGen to bill its end users. Standard formatting will be used in the process of data exchange.

7. LIMITATION OF LIABILITY

- 7.1 NextGen shall defend, indemnify, and hold harmless Ameritech Wisconsin from any and all losses, damages, or other liability including attorneys fees that NextGen may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of NextGen's end users' use of the Services; provided, however, that NextGen shall have no obligation to indemnify, defend or hold harmless Ameritech Wisconsin, to the extent any such claims arise from the intentional or willful misconduct of Ameritech Wisconsin including, without limitation, its employees and Affiliates. Except as limited herein, NextGen shall defend against all end user claims just as if NextGen had provided such service to its end user with NextGen's own operators and systems and shall assert its tariff limitation of liability for benefit of both Ameritech Wisconsin and NextGen.
- 7.2 NextGen shall release, defend, indemnify, and hold harmless Ameritech Wisconsin from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by Ameritech Wisconsin's employees and equipment associated with provision of the Service(s), including but not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call for the Services; provided, however, that NextGen shall have no obligation to indemnify, defend or hold harmless Ameritech Wisconsin, to the extent any such claims arise from the intentional or willful misconduct of Ameritech Wisconsin including, without limitation, its employees and Affiliates.
- 7.3 NEXTGEN EXPRESSLY AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR NEXTGEN'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. AMERITECH WISCONSIN MAKES NO WARRANTY THAT THE SERVICE WILL MEET NEXTGEN'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES AMERITECH WISCONSIN MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. AMERITECH WISCONSIN HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE.
- 7.4. IN NO EVENT SHALL AMERITECH WISCONSIN BE LIABLE TO OR THROUGH NEXTGEN FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST INCOME, AND LOST BUSINESS OPPORTUNITIES) ARISING FROM THE USE OR INABILITY TO USE THE SERVICE. AMERITECH WISCONSIN'S LIABILITY TO OR THROUGH NEXTGEN FOR DAMAGES IN REGARDS TO EXTRAORDINARY AND UNREASONABLE INTERRUPTIONS OF SERVICES, OR FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF THE SERVICES, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO RATA CHARGES TO NEXTGEN FOR THE PERIOD DURING WHICH THE SERVICE IS AFFECTED.

8. FORCE MAJEURE

Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, transportation facilities, acts or omissions of carriers or other causes beyond the control of NextGen or Ameritech Wisconsin. If any force majeure condition

occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and the Party affected by the other Party's inability to perform may elect to:

- (1) terminate this Agreement or part thereof as to Services not already performed.
- (2) suspend this Agreement for the duration of the force majeure condition and buy or sell elsewhere the Services to be performed under this Agreement, and resume performance under this Agreement once the force majeure condition ceases with an option for the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.

Unless written notice to the contrary is given within ninety (90) days after such affected Party is notified of the force majeure condition, option (2) shall be deemed selected.

9. USE OF INFORMATION

Any specification, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise ("Information") furnished to NextGen under this Agreement or contemplation of this Agreement, shall remain Ameritech Wisconsin's property. All copies of such Information in written, graphic or other tangible form shall be returned to Ameritech Wisconsin at Ameritech Wisconsin's request. Information shall be kept confidential by NextGen in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between NextGen and Ameritech Wisconsin in writing.

10. ASSIGNMENT

10.1 NextGen may not assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of Ameritech Wisconsin; provided that NextGen may assign or transfer this Agreement to its Affiliate (as that term is defined in the Act) by providing ninety (90) calendar days' prior written notice to Ameritech Wisconsin of such assignment or transfer; provided, further, that such assignment is not inconsistent with applicable law (including the Affiliate's obligation to obtain proper Commission certification and approvals) or the terms and conditions of this Agreement. Notwithstanding the foregoing, NextGen may not assign or transfer this Agreement (or any rights or obligations hereunder) to its Affiliate if that Affiliate is a party to a separate agreement with Ameritech Wisconsin under Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C. ("Act"). Any attempted assignment or transfer that is not permitted is void ab initio.

10.2 As a condition of any assignment or transfer of this Agreement (or any rights hereunder) to an unaffiliated third party, NextGen agrees that within thirty (30) calendar days of such transfer, the unaffiliated third party shall have no right to use the shared trunking facilities of NextGen or its affiliates, including an independent telephone company affiliate, to deliver OA Service traffic to Ameritech Wisconsin under this Agreement, and that the unaffiliated third party will install new facilities or initiate and enter a separate agreement for such facilities with Ameritech. NextGen acknowledges that this requirement is necessary so Ameritech Wisconsin can properly brand the unaffiliated party's DA Services.

11. DELEGATION TO AFFILIATE

Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliate(s) to take some or all of such actions to fulfill such obligations.

Upon such delegation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such delegation shall not relieve the delegating Party of its obligations as co-obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance of such Party's obligations hereunder. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

12. TERM OF AGREEMENT

- 12.1 This Agreement will commence on the effective date indicated on the first page hereof and continue in force for a period of one (1) year (the "initial Term"). Thereafter, unless either Party has notified the other Party in writing at least one hundred twenty (120) days prior to the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, subject to termination by either Party at the expiration of the then-current renewal term upon not less than one hundred-twenty (120) days written notice to the other Party.
- 12.2 Either Party may terminate this Agreement upon written notice if the other Party is in breach of any of the material terms and conditions hereof and such breach is not cured within thirty (30) days of receipt of written notice of breach (which notice specifies with particularity the basis of the breach) from the non-breaching party.

13. GENERAL

- 13.1 Notices. Any notice or demand which under the terms of this Agreement must or may be given or made by any Party hereunder, shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail, return receipt requested, addressed to the respective Parties as follows:

To: Ameritech Wisconsin:
Attn: Notices Manager
311 S. Akard, 9th Floor
Four Bell Plaza
Dallas, TX 75202-5398
Fax: (214) 464-2006

To NextGen Communications, Inc.
Attn: Mark Anderson
316 Third Street
Clear Lake, WI 54005
Fax: (715) 263-2267

or to such other address as each Party shall designate by proper notice. Notices will be deemed to have been received as of the earlier of the date of actual receipt or, in the case of US mail, three (3) days after mailing.

- 13.2 Mark/Name Usage. Each Party shall submit to the other Party all advertising, sales promotion, press releases and other publicity relating to this Agreement or the Services performed hereunder wherein the other Party's name(s) or mark(s) is mentioned or language from which the connection of said name(s) or mark(s) therewith may be inferred or implied; and each Party further agrees not to publish or use such advertising, sales

promotion, press releases, or other publicity without the prior written approval of the other Party.

- 13.3 Choice of Law. This Agreement and performance hereunder shall be governed by the domestic laws of Wisconsin.
- 13.4 Non-Exclusivity. Except as specifically limited herein, both parties are free to enter into similar arrangements with other parties concerning activities similar to those contemplated by this Agreement provided that subject to, and in compliance with, the reciprocal nondisclosure obligations referenced herein, no confidential Information exchanged between the Parties shall be given to a third party without written consent of the other Party.
- 13.5 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both Parties hereunder shall so survive the completion of performance, cancellation or termination of this Agreement.
- 13.6 Compliance with Laws. The Parties agree to comply with all applicable federal, state and local laws, regulations and codes in their respective performance of this Agreement, including the procurement of required permits or approvals, as necessary.
- 13.7 Severability. If any provision of this Agreement is rejected or held to be illegal, invalid, or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in anyway be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
- 13.8 Waiver. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification. Waiver by either Party of any default by the other Party shall not be deemed a waiver by such Party of any other default.
- 13.9 Independent Contractor. The Parties relationship with each other shall be that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between the parties. Neither Party shall have the right, power or authority to bind the other to any third party except as expressly agreed between them in writing.
- 13.10 Headings. Paragraph headings contained hereunder are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. This Agreement shall be deemed to have been drafted by both Parties hereto, and therefore, the language shall not be construed against either Party as the drafter.
- 13.11 Entire Agreement. This Agreement and Attachments A and B, which are attached hereto and incorporated herein by this reference, are the complete and exclusive statement of agreement between the Parties relating to its subject matter, and supersedes all proposals, oral or written, and all other communications between the Parties relating to its subject matter. Any amendments or modifications to the Agreement must be in writing and executed by the proper representatives of the Parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their duly authorized representatives as of the date first written above.

NextGen Communications, LLC

BY:_____

(Signature)

NAME:_____

(Printed)

TITLE:_____

DATE:_____

**Wisconsin Bell, Inc. d/b/a AMERITECH
WISCONSIN**

By SBC Telecommunications, Inc., its authorized agent

BY:_____

(Signature)

NAME:_____

(Printed)

TITLE:_____

DATE:_____

Attachment A

DEFINITIONS

1. Non-List Telephone Number - A telephone number that, at the request of the telephone subscriber is not published in a telephone directory, but is available from a Ameritech Wisconsin DA operator.
2. Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a Ameritech Wisconsin DA operator.
3. Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a Ameritech Wisconsin DA operator.
4. Local Subscriber Listing Information – Directory listing information contained within the Ameritech Wisconsin local DA calling scope as defined by the Ameritech Wisconsin DA switch serving as the point of interconnection with NextGen.
5. National Subscriber Listing Information – Directory listing information located outside the Ameritech Wisconsin local DA calling scope as defined by the Ameritech Wisconsin DA switch serving as the point of interconnection with NextGen.

**DIRECTORY ASSISTANCE AGREEMENT
ATTACHMENT B – PRICING**

Services	DA	NDA	DACC	Branding (1)	Ref/Rate (Initial Load)	Ref/Rate (subsequent changes)
Option 1 - Directory Assistance ("DA"). This option includes Call Branding Service and Reference/Rater Service.	\$ 0.37	NA	NA	\$ 1800	\$ 2200	\$ 1000
Option 1A - Same services as Option 1 plus Directory Assistance Call Completion ("DACC").	\$ 0.37	NA	\$ 0.15	\$ 1800	\$ 2200	\$ 1000
Option 2 – DA plus NDA. This option also includes Call Branding Service and Reference/Rater Service. Not available in NEVADA.	\$ 0.37	\$.65	NA	\$ 1800	\$ 2200	\$ 1000
Option 2A - Same services as Option 2 plus DACC.	\$ 0.37	\$.65	\$ 0.15	\$ 1800	\$ 2200	\$ 1000

Notes:

1 - Rate applied for the initial brand and any subsequent changes.